

AMENDMENT OF ASSIGNMENT
OF LEASES AND RENTALS

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INTERSTATE COMMERCE COMMISSION

The Assignment of Leases and Rentals from SUBURBAN FUEL TANK CAR COMPANY to FIDELITY UNION BANK (formerly Fidelity Union Trust Company), dated the 1st day of May, 1979, a true copy of which is attached hereto and made a part hereof, is hereby amended to read as follows:

"FOR VALUE RECEIVED, the undersigned, SUBURBAN FUEL TANK CAR COMPANY, a Delaware corporation, having its principal office at 200 North Avenue East, Westfield, New Jersey (the "Company"), does hereby assign, transfer and set over to FIDELITY UNION BANK (formerly Fidelity Union Trust Company), a New Jersey banking corporation, having its principal office at 765 Broad Street, Newark, New Jersey, its successors and assigns (the "Bank"), all of the right, title and interest of the Company in and to all of the current lease agreements with respect to the tank cars described in Schedule A, and all future leases with respect to those tank cars (collectively, the "Leases"), together with all moneys due and to become due to the Company as monthly rental charges or otherwise under the provisions of the Leases between the undersigned and the lessees (the "Lessees"), except for mileage collected by the Company for the account of the Lessees.

This Assignment is made to induce the Bank to lend to Continental Tank Car Corporation (the "Borrower") the principal amount of ONE MILLION FIVE HUNDRED THOUSAND (\$1,500,000.00) DOLLARS pursuant to a Loan Agreement dated May 1, 1979, as amended by an Amendment to Loan Agreement, dated September 29, 1981, between the Bank and the Borrower (as the same may be further amended, modified or supplemented) (the "Loan Agreement"), and to secure the obligations of the Company under the Loan Agreement and the Loan Documents. (Terms defined herein shall have the meaning ascribed to them in the Loan Agreement).

This Assignment shall continue in full force and effect until all obligations of the Company under the Loan Documents, shall be paid in full. However, unless and until the Bank, in its sole discretion, determines that an Event of Default pursuant to Section 5.01 of the Loan Agreement has occurred, including, but not limited to, any breach of the covenants set forth in Sections 4.01(i), (j) or (k) of the Loan Agreement, the Bank will not exercise its right, pursuant to this Assignment, to collect all moneys due and to become due to the Company as monthly rental charges or otherwise, except for mileage collected by the Company for the account of the Lessees. The Bank's forbearance of

its exercise of these rights shall not be deemed to waive any other rights it may have pursuant to this Assignment."

IN WITNESS WHEREOF, SUBURBAN FUEL TANK CAR COMPANY has caused these presents to be executed by its President and its corporate seal to be hereunto affixed and attested by its Secretary this 29th day of September, 1981.

SUBURBAN FUEL TANK CAR COMPANY

Attest:

Arden B. Thomas

By

W. Eugene Thomas